

LAW OFFICE OF GREGORY JAVARDIAN, LLC

By Mary F. Kennedy, Esquire

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Attorney for Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

Andrew B. Gardner

Kelly A. Gardner

Debtor(s)

Chapter 13 Proceeding

19-13704 AMC

**STIPULATION BY AND BETWEEN ANDREW B. GARDNER AND KELLY A.  
GARDNER AND CITIZENS BANK, N.A. S/B/M TO CITIZENS BANK OF  
PENNSYLVANIA**

WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Mary F. Kennedy on behalf of mortgagee, Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania (“Movant”).

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. Movant is a mortgagee and holder of a perfected, secured claim against the Debtor pursuant to Notes and Mortgages on Debtor’s real estate known as at 3540 Conrad Street, Philadelphia, PA 19129 (“property”).
2. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and secured creditor, Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania, agree to the following:

(a) Debtor(s) acknowledges that the current regular monthly post-petition mortgage payment is \$588.55 per month. The monthly payment is subject to change in accordance with the terms of the Note and Mortgage.

(b) Debtor(s) acknowledge that debtor(s) is currently due for the following amounts post-petition:

7/1/2019 payment	\$588.55
8/1/2019 payment	\$588.55
9/1/2019 payment	\$588.55
10/1/2019 payment	\$588.55
11/1/2019 payment	\$588.55
12/1/2019 payment	\$588.55
1/1/2020 payment	\$588.55
2/1/2020 payment	\$588.55
3/1/2020 payment	\$588.55
Motion for Relief Attorney Fees & Costs	\$1,231.00
TOTAL	\$6,527.95

(c) Commencing with the April 1, 2020 payment the Debtor(s) shall resume and shall continue to make all regular monthly post-petition mortgage payments when they are due in accordance with said Note and Mortgage.

(d) Within fifteen (15) days of the Court's approval of this Stipulation Debtor(s) shall amend the Plan to provide for the payment of the post-petition arrearage of \$6,527.95 to Movant through the Plan.

(e) Within fifteen (15) days of the Court's approval of this Stipulation Movant shall amend its Proof of Claim to add the \$6,527.95 in post-petition arrearage to its arrearage claim.

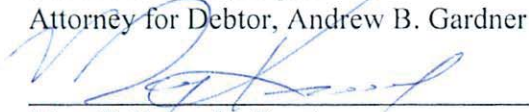
- (f) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- (g) The Debtor(s) shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania its successors and/or assigns relief from the automatic stay without further notice and hearing.
- (h) Should Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2 (g) above, the parties agree that the said relief order shall include the following language: “bankruptcy Rule 4001(a)(3) is not applicable and Movant is allowed to immediately proceed with foreclosure and all other relief available under the Non Bankruptcy law.” Debtor(s) have the right to object to any certificate of default filed by Movant.
- (i) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:



Date: \_\_\_\_\_

David M. Offen, Esquire  
Attorney for Debtor, Andrew B. Gardner and Kelly A. Gardner



Date: 4/2/2020

Mary F. Kennedy, Esquire  
Attorney for Citizens Bank, N.A. s/b/m to Citizens Bank of Pennsylvania

/s/ Jack Miller

Date: 4/3/2020

William C. Miller, Esquire  
Trustee

no objection to its terms, without prejudice to  
any of our rights and remedies

On this \_\_\_\_ day of \_\_\_\_\_, 2020, approved by the Court.

**Date: April 7, 2020**



United States Bankruptcy Judge  
Ashely M. Chan

cc: Mary F. Kennedy, Esquire  
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